ephone: 312/640-7000

EVANS RAILCAR LEASING COMPANY RECORBATION NO. 8478 Filed 1425

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

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INTERSTATE COMMERCE COMMISSION

June 30, 1981

RECORDATION RO. 847 Gillad 1272

Mrs. Mildred Lee Secretary INTERSTATE COMMERCE COMMISSION Office of the Secretary Washington, DC 20423

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INTERSTATE COMMERCE COMMISSION

Recordation of Supplemental Agreement to Railroad Equipment Security Agreement, Issue AG, between Evans Railcar Leasing Company (formerly United States Railway Equipment Company) and Chemical Bank Leasing

Dear Mrs. Lee:

Enclosed please find three (3) sets of documents comprised of a Supplemental Agreement, Bill of Sale of Reconveyance for destroyed equipment and Assignment of Lease for substitute equipment for filing and recordation.

Please note that you are presently in receipt of the recordation fee for the above. Upon recordation, kindly return to the undersigned at the letterhead address.

If there are any questions, please have your office contact me.

Very truly yours,

in Warsh

Robin Ulanski Treasury Analyst

RU:sid enclosures

RELEASE OF ASSIGNMENT BILL OF SALE (RECONVEYANCE)

INTERSTATE COMMERCE COMMISSION
The undersigned Chemical Bank, (hereinafter called "Mortgagee") under that certain Railroad Equipment Security Agreement dated as of August 1, 1976, amended by Supplemental Agreement dated as of March 31, 1981, between EVANS RAILCAR LEASING COMPANY and the Mortgagee, hereby sells, assigns, transfers and sets over, without warranties of any kind whatsoever, except as hereinafter specifically provided, to EVANS RAILCAR LEASING COMPANY, all of the Mortgagee's right, title and interest in and to the railroad equipment (hereinafter called "Equipment") described in Exhibit A attached hereto; and the Mortgagee hereby releases the Equipment from the lien of the aforementioned Railroad Equipment Security Agreement, as amended as aforesaid.

The Mortgagee warrants that since the date of its acquisition thereof, the Mortgagee has not sold, assigned, transferred or encumbered the Equipment but except as aforesaid, the Mortgagee hereby disclaims any warranties of any kind or nature whatsoever with respect to the Equipment.

Mortgagee also releases any right and interest it may have, but only with respect to the Equipment, under any Assignment of Lease by and between Mortgagee and EVANS RAILCAR LEASING COMPANY (formerly United States Railway Leasing Company).

In Witness Whereof, Chemical Bank as aforesaid, has caused this document to be executed by its corporate officers thereunto duly authorized as of the 31st day of March, 1981.

CHEMICAL BANK

By Youl It

ATTEST: